



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Municipal Service Center Parking Lot Improvement Project with A.M. Stephens Construction Company, Inc., of Lodi (\$183,456.85) and Appropriating Funds (\$91,000)

MEETING DATE: April 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Municipal Service Center parking lot improvement project with A.M. Stephens Construction Company, Inc., of Lodi, in the amount of \$183,456.85 and appropriating funds in the amount of \$91,000.

BACKGROUND INFORMATION: This project consists of reconstructing the Municipal Service Center (MSC) parking lot by removing the existing asphalt and replacing it with new asphalt (Exhibit A). This project will complete the reconstruction of the parking areas at the MSC that was begun with the construction of the new Transit Shop and secured-entry facilities. This project follows other recently-completed work, including the decommissioning of the old shop, replacement of the PBX communications facilities, and construction of new communications and electrical conduits across the MSC yard.

This project was included in the adopted Fiscal Year 2010/11 Capital Improvement Plan, but an additional appropriation of \$91,000 is needed to cover costs for expanded scope of construction, engineering, construction inspection and contingencies. The budget appropriation for the project was \$130,000. The total project cost is estimated to be \$221,000. The project costs are jointly funded by Measure K, Water Capital, Wastewater Capital, and Electric Utility Capital.

Plans and specifications for this project were approved on February 16, 2011. The City received the following 12 bids for this project on March 16, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$185,455.00
A.M. Stephens Construction	Lodi	\$183,456.85
Sierra Asphalt	Rancho Cordova	\$184,474.75
Galedrige Construction	Alviso	\$194,091.80
Knife River Construction	Stockton	\$194,326.00
B&B Asphalt, Inc.	Sacramento	\$196,549.00
Martin General Engineering	Rancho Cordova	\$200,351.00
Granite Construction	Stockton	\$208,306.00
JB Bostick Company	Roseville	\$208,816.37
MCI Engineering	Stockton	\$217,112.50
Robert Burns Construction	Stockton	\$217,233.90
George Reed Construction	Modesto	\$219,518.75
Dryco Construction	Fremont	\$228,801.91

APPROVED:

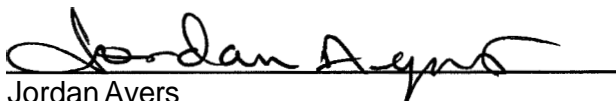

 Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for Municipal Service Center Parking Lot Improvement Project with A.M. Stephens Construction Company, Inc., of Lodi (\$183,456.85) and Appropriating Funds (\$91,000)
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FISCAL IMPACT: There will be a decrease in pavement repair costs at the MSC.

FUNDING AVAILABLE:

Requested Appropriation:	
Measure K Maintenance Fund (325):	\$16,150
Water Capital Fund (181):	\$23,060
Wastewater Capital Fund (171):	\$23,060
Electric Capital Fund (161):	<u>\$28,730</u>
Total:	\$91,000


Jordan Ayers
Deputy City Manager/Internal Services Director


Elizabeth A. Kirkley
Electric Utility Director


F. Wally Sandelin
Public Works Director

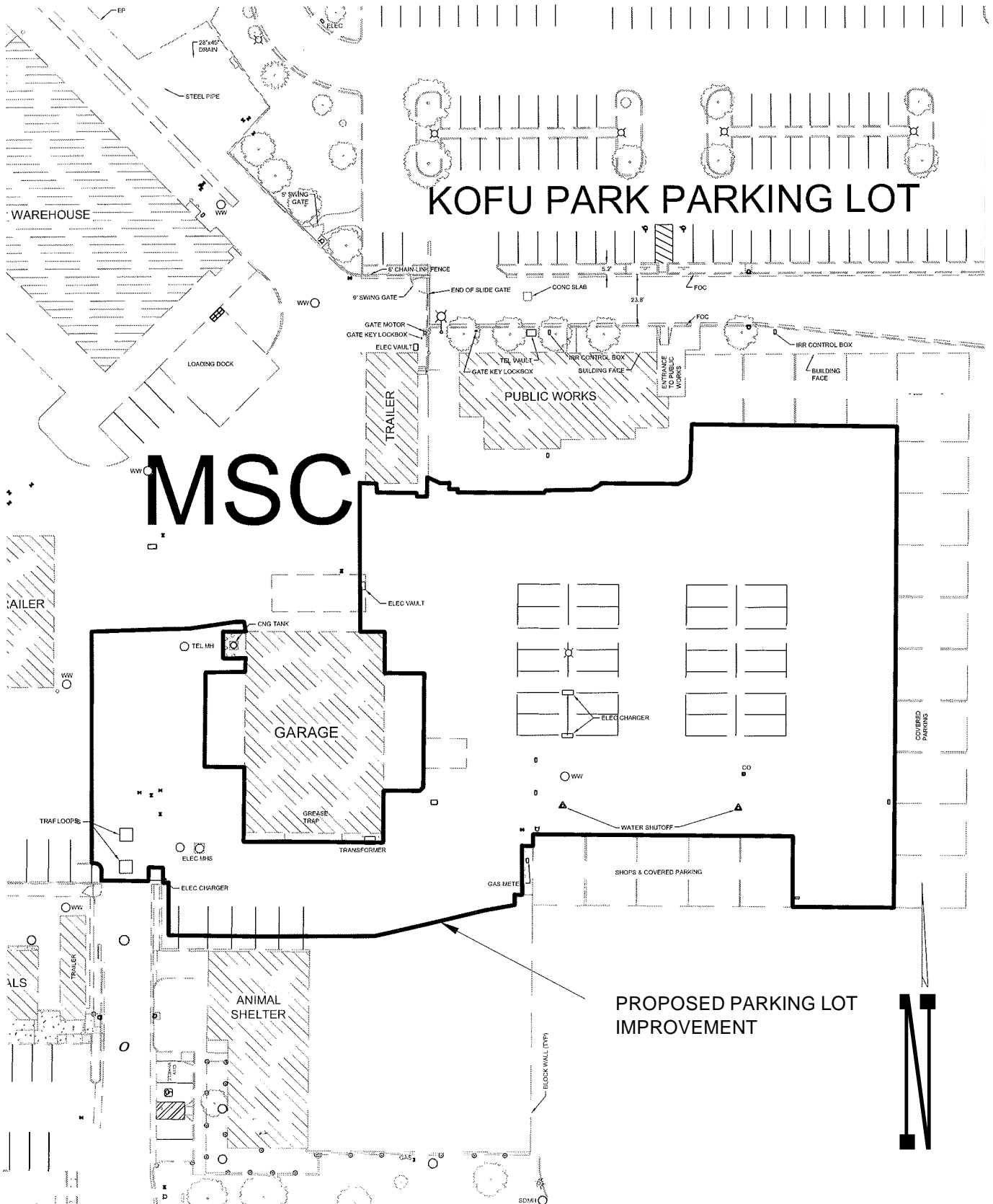
Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Electric Utility Director
Senior Civil Engineer Chang



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A MSC Parking Lot Reconstruction



**MUNICIPAL SERVICE CENTER (MSC)
PARKING LOT IMPROVEMENTS
1331 South Ham Lane**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A.M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to reconstruct the Municipal Service Center (MSC) parking lot with asphalt concrete, all as shown on the plans and specifications for "Municipal Service Center (MSC) Parking Lot Improvements".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Pavement Removal	SF	55,670	\$ 0.24	\$ 13,360.80
2.	Storm Water Pollution Control Plan	LS	1	\$ 3,000.00	\$ 3,000.00
3.	Compact Original Ground	SF	55,670	\$ 0.22	\$ 12,247.40
4.	Asphalt Concrete	Ton	1,649	\$ 78.85	\$ 130,023.65
5.	Adjust Manhole Frame and Cover to Grade	EA	1	\$ 600.00	\$ 600.00
6.	Adjust Water Valve Frame and Cover to Grade	EA	5	\$ 295.00	\$ 1,475.00
7.	Adjust Water Meter Box to Grade	EA	7	\$ 265.00	\$ 1,855.00
8.	Adjust Sewer Clean Out to Grade	EA	1	\$ 295.00	\$ 295.00
9.	Install City-Furnished Traffic Loops	LS	1	\$ 1,600.00	\$ 1,600.00
10.	Install Storm Water Interceptor	EA	1	\$ 19,000.00	\$ 19,000.00
TOTAL					\$ 183,456.85

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured

against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form



D. Stephen Schwabauer
City Attorney

1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/24/2011
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 16,150.00
	181		3205	Fund Balance	\$ 23,060.00
	171		3205	Fund Balance	\$ 23,060.00
	161		3205	Fund Balance	\$ 28,730.00
B. USE OF FINANCING	325	325357	7720	MSC Reconstruct Pavement	\$ 16,150.00
	181	181357	1825.1200	MSC Reconstruct Pavement	\$ 23,060.00
	171	171357	1825.1200	MSC Reconstruct Pavement	\$ 23,060.00
	161	161357	1825.1200	MSC Reconstruct Pavement	\$ 28,730.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with A.M. Stephens for the Municipal Service Center parking lot improvement project. Appropriation request includes contract amount, engineering, construction inspection and contingencies.

☐ Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Wesley Sanders*

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-45

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR THE MUNICIPAL SERVICE CENTER
PARKING LOT IMPROVEMENT PROJECT AND FURTHER
APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 16, 2011, at 1:00 a.m., for the Municipal Service Center Parking Lot Improvement Project described in the plans and specifications therefore approved by the City Council on February 16, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
A.M. Stephens Construction	\$183,456.85
Sierra Asphalt	\$184,474.75
Galedrige Construction	\$194,091.80
Knife River Construction	\$194,326.00
B&B Asphalt, Inc.	\$196,549.00
Martin General Engineering	\$200,351.00
Granite Construction	\$208,306.00
JB Bostick Company	\$208,816.37
MCI Engineering	\$217,112.50
Robert Burns Construction	\$217,233.90
George Reed Construction	\$219,518.75
Dryco Construction	\$228,801.91

WHEREAS, staff recommends awarding the contract for the Municipal Service Center Parking Lot Improvement Project to the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$183,456.85.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Municipal Service Center Parking Lot Improvement Project with the low bidder, A.M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$183,456.85; and

BE IT FURTHER RESOLVED that funds in the amount of \$91,000 be appropriated from Measure K Maintenance Fund, Water Capital Fund, Wastewater Capital Fund, and Electric Capital Fund for this project.

Dated: April 6, 2011

I hereby certify that Resolution No. 2011-45 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk